

Recording requested by  
FIRST AMERICAN TITLE CO.

**JULIE RODEWALD**  
San Luis Obispo County – Clerk/Recorder

AB  
10/27/2009  
8:00 AM

Recorded at the request of  
First American Title Company

NO FEE DOCUMENT  
Government Code §6103

DOC#: 2009059997

Titles: 1 Pages: 8



Fees	0.00
Taxes	0.00
Others	0.00
PAID	\$0.00

Recording Requested By And  
When Recorded, Return to:

Cayucos Elementary School District  
Attn: Superintendent's Office  
301 Cayucos Drive  
Cayucos, CA 93430 3344732-LB

### GRANT OF EASEMENT

This GRANT OF EASEMENT is made and entered into on October 13, 2009 ("Effective Date"), by and between Cayucos Elementary School District ("Grantor") and M&R Investment Company, Inc. n.k.a. SLO Land Corporation, Inc. ("Grantee").

### RECITALS

A. Grantor owns the real property known commonly as the Bus Barn Property as legally described on the attached Exhibit A-1 and as partially identified on the attached Exhibit A-2 as Lots 7, 8 and 9 on the southwest corner of Birch Avenue and "E" Street in the Town of Cayucos, County of San Luis Obispo, State of California.

B. A Settlement Agreement and Release ("Settlement Agreement") was entered into on February 18, 2005 in the legal proceeding entitled *M&R Investment Company, Inc. vs. Wilbur W. Hartzell, Jr. et al.*, San Luis Obispo Superior Court No. CV 040191 in part, to quiet title to certain properties in and around the Bus Barn Property, as well as to create a method to convey certain easements by Grantor to various landowners.

C. The County of San Luis Obispo ("County") filed a disclaimer in Case No. CV 040191 on February 18, 2005, and was not a party to the Settlement Agreement. After the County was subsequently served with the Cayucos Elementary School District's cross-complaint in said proceeding, the County was dismissed as a party from said cross-complaint on October 31, 2005 based upon the County's disclaimer of any interest in the property described in said cross-complaint.

D. Consistent with the Settlement Agreement, a Corrected Judgment to Quiet Title was approved by and entered into the records of the Superior Court for the County of San Luis Obispo on January 3, 2007 ("Corrected Judgment").

E. Pursuant to the Settlement Agreement and the Corrected Judgment, Grantor made an Offer of Dedication to the County, the easement legally described in Exhibit A-1 and

graphically depicted on Exhibit A-2, both exhibits attached to and incorporated into this Grant of Easement and referred to as the "Driveway Easement" in that document recorded as Doc. No. 2009017804 and filed on April 10, 2009.

F. County, through its Board of Supervisors, took action rejecting such Offer of Dedication at its meeting of June 23, 2009, thus releasing County interest in such property and enabling the conveyance provided for herein.

G. Grantor now desires to grant Grantee non-exclusive property rights in the Driveway Easement for public access purposes, utilities, and incidental uses thereof pursuant to terms of the Settlement Agreement and Corrected Judgment.

#### AGREEMENT

In consideration of the mutual promises contained in this Grant of Easement and of other valuable consideration, the receipt and sufficiency of which are expressly acknowledged, Grantor and Grantee agree to the following:

1. Grant of Easement.

Grantor hereby grants to Grantee a non-exclusive easement for the purpose of public access, utilities and incidental uses within, under, over and along the Driveway Easement.

2. Status of Title.

This Grant of Easement is made subject to all conditions, covenants, restrictions, leases, easements, licenses, liens, encumbrances and claims of title which may affect the Driveway Easement, whether or not of record.

3. Binding on Heirs.

The rights and the obligations set forth herein shall bind and inure to the benefit of all heirs, successors and assigns of Grantor and Grantee.

4. Complete Agreement.

This Grant of Easement constitutes the entire agreement and understanding between the parties and supersedes all other offers, negotiations and agreements. There are no representations or understandings of any kind not set forth in this document. Any amendment or modification of this document shall be in writing and duly executed by the parties.

5. Authority to Execute.

Each signatory below represents and warrants that it has full authority to execute this Grant of Easement and bind its organization to its terms and conditions.

6. Counterparts.

This Grant of Easement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

Grantor and Grantee have executed this Grant of Easement as of the dates set forth below, but to be effective as of the Effective Date.

Dated: \_\_\_\_\_

GRANTOR:

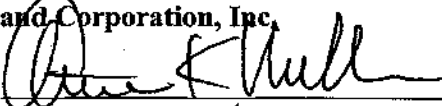
**Cayucos Elementary School District**

By: \_\_\_\_\_  
**George Erdelyi, Superintendent**

Dated: 10-13-09

GRANTEE:

**M&R Investment Company, Inc. n.k.a.  
SLO Land Corporation, Inc.**

By:   
Name: STEVE K. MILLER  
Title: PRESIDENT

**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA           )  
  )  
COUNTY OF SAN LUIS OBISPO   )

On \_\_\_\_\_, 2009 before me, \_\_\_\_\_, Notary Public, personally appeared **George Erdelyi**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC

~~STATE OF CALIFORNIA~~           )  
~~COUNTY OF SAN LUIS OBISPO~~   )

On OCTOBER 13, 2009 before me, BRENDA L. BOYD, Notary Public, personally appeared STEVE K. MILLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brenda L. Boyd  
NOTARY PUBLIC



6. Counterparts.

This Grant of Easement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

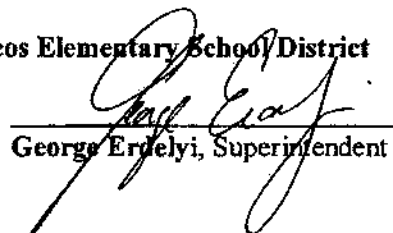
Grantor and Grantee have executed this Grant of Easement as of the dates set forth below, but to be effective as of the Effective Date.

Dated: 10/20/2009.

GRANTOR:

Cayucos Elementary School District

By:

  
George Erdelyi, Superintendent

Dated: \_\_\_\_\_

GRANTEE:

M&R Investment Company, Inc. n.k.a.  
SLO Land Corporation, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

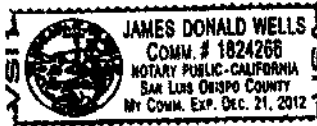
STATE OF CALIFORNIA     )  
   )  
 COUNTY OF SAN LUIS OBISPO    )

On October 20, 2009 before me, JAMES DONALD WELLS, Notary Public, personally appeared **George Erdelyi**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

James Donald Wells  
 NOTARY PUBLIC



[SEAL]

STATE OF CALIFORNIA     )  
   )  
 COUNTY OF SAN LUIS OBISPO    )

On \_\_\_\_\_, 2009 before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
 NOTARY PUBLIC

[SEAL]

9/15/08 JEP/CF

Exhibit A-1Legal Description  
forAccess Easement in Favor of Lots 3, 4, 5, and 6, Block 3, A Maps 160

That portion of Lots 7 and 8 in Block 3 of the Town of Cayucos, in the County of San Luis Obispo, State of California, according to map recorded September 22, 1875, in Book A, Page 160 of Maps, in the office of the County Recorder of said County and also shown on Record of Survey filed March 5, 2003 in Book 85, Pages 14 and 15 of Licensed Survey Maps in the office of said County Recorder and being more particularly described as follows:

Beginning at a point on the northeasterly line of said Lot 8 that bears S59°27'45"E 58.50 feet from the most northerly corner of said Lot 7; thence N80°44'44"W 11.18 feet to the beginning of a 25.00 foot radius tangent curve, concave southerly, hereinafter referred to as "Curve A"; thence westerly along said Curve an arc length of 16.08 feet through a central angle of 36°51'19"; thence S62°23'57"W 38.00 feet, hereinafter referred to as "Line A", to the beginning of a 68.00 foot radius tangent curve, concave northerly; thence westerly along said curve an arc length of 23.79 feet through a central angle of 20°02'41", more or less, to a point on the northwesterly line of said Lot 7; thence along said northwesterly line N30°29'13"E 30.04, more or less, to the point of intersection with a line parallel with and distant northwesterly 20.00 feet, measured at right angles, from said "Line A"; thence along said parallel line N62°23'57"E 35.81 feet, to the beginning of 45.00 foot radius tangent curve concentric with said "Curve A"; thence easterly along said curve an arc length of 4.38 feet through a central angle of 5°34'21", to a point on the northeasterly line of said Lot 7; thence S59°27'45"E 37.08 feet to the point of beginning.

Containing: 1.257 square feet, more or less.



Legal Description prepared by  
or under the supervision of:

*Cristie E. Fry*

Cristie E. Fry, LS 8356  
Lic. Exp. 12/31/09

Page 1 of 1

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Exhibit A-1

Grant of Easement

920748.1

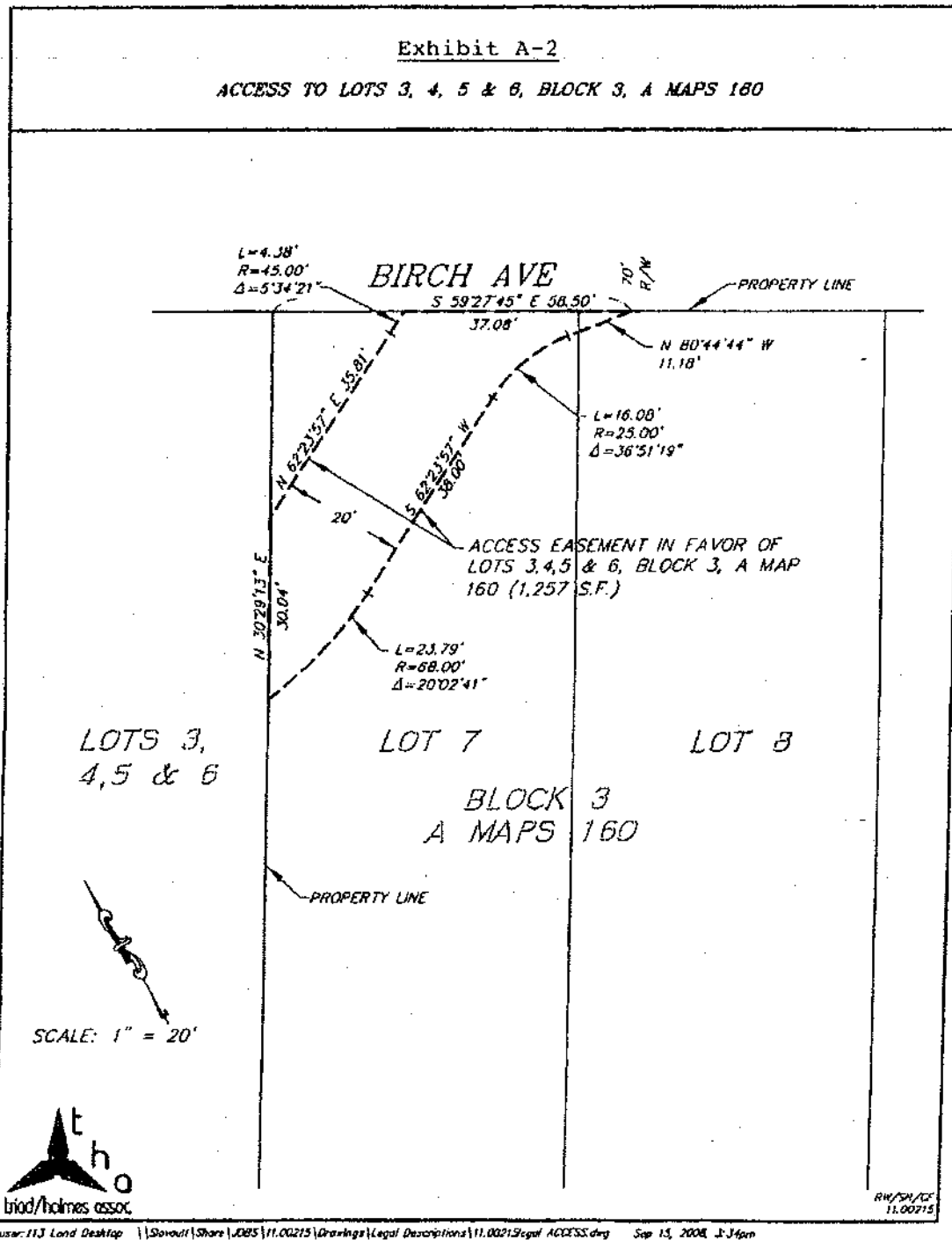


Exhibit A-2

Grant of Easement

920748.1

END OF DOCUMENT